

APPENDIX “2”

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement made and entered into this _____ day of May, 2012, by and between:

BUTLER AREA SCHOOL DISTRICT, hereinafter referred to as "School District";

AND

ROBERT and REBECCA WELLMAN, parents and natural guardians of **ROBERT WELLMAN, JR.**, hereinafter referred to collectively as the "Wellmans".

WITNESSETH:

WHEREAS, Robert Wellman, Jr., is a former student of the School District; and,

WHEREAS, on or about March 16, 2012, Robert and Rebecca Wellman filed a Due Process Complaint with the Pennsylvania Department of Education, Office of Dispute Resolution in which Robert and Rebecca Wellman made various allegations against the School District in relationship to the School District's education of Robert Wellman, Jr.; and,

WHEREAS, on April 12, 2012, the parties participated in a resolution meeting at which the parties discussed potential terms of settlement; and,

WHEREAS, the parties wish to settle and resolve the above-referenced matter consistent with the terms and conditions contained herein.

NOW, THEREFORE, the School District; Robert and Rebecca Wellman, individually and on behalf of Robert Wellman, Jr., intending to be legally bound, and in consideration of the mutual promises, covenants and undertakings contained herein, do agree as follows:

1. The above introductory paragraphs are incorporated herein and made a part hereof as if fully set forth.
2. The School District agrees to pay to Robert and Rebecca Wellman, via their attorney, Rebecca Ann Olds, Esquire, 1007 Mount Royal Boulevard, Pittsburgh, PA 15223, within thirty (30) days of the date of this Agreement, a lump sum payment of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00); and, in addition, a lump sum payment of One Thousand Two Hundred Fifty Dollars (\$1,250.00) to Robert and Rebecca Wellman's attorney, Rebecca Ann Olds, Esquire, as consideration for the settlement of the above-referenced matter and the full and complete release of the School District as more fully described herein.

3. In exchange for the above-referenced payment, Robert and Rebecca Wellman, individually and on behalf of their son, Robert Wellman, Jr., do hereby agree to settle the above-referenced matter and to the fullest extent permitted by law, forever release and discharge the Butler Area School District, its current and former directors, officers, employees, legal counsel, insurers, and re-insurers including, but not limited to, School Claims Services, Inc., from all rights, claims, causes of action, and damages of any nature including, but not limited to, any claim for legal fees and/or costs, which were pursued in the above-referenced case or which could have been pursued in the above-referenced case, pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA), as amended; the Americans with Disabilities Act (ADA); or any other Federal or State statute, including the regulations promulgated thereunder.

4. Robert and Rebecca Wellman, individually and as the parents and natural guardians of Robert Wellman, Jr., acknowledge, understand and agree as follows:

A. that they have been represented at all times relevant to this Settlement and Release Agreement by legal counsel, Rebecca Ann Olds, Esquire; and,

B. that this Settlement and Release Agreement is written in language and in a manner that enables them to fully understand and comprehend the terms and provisions of the Agreement; and,

C. that they have had sufficient time to and have reviewed and discussed the legal impact and consequences of this Settlement and Release Agreement with their legal counsel, Rebecca Ann Olds, Esquire; and,

D. that they have fully discussed their legal option regarding the above-referenced matter with their legal counsel, Rebecca Ann Olds, Esquire, including, but not limited to, their right to continue to pursue their Complaint against the School District; and,

E. that by signing this Settlement and Release Agreement, they do hereby forever release, relinquish and discharge the Butler Area School District, its current and former directors, officers, employees, legal counsel, insurers, and re-insurers including, but not limited to, School Claims Services, Inc., from all rights, claims, causes of action, and damages of any nature including, but not limited to, any claim for legal fees and/or costs, which were pursued in the above-referenced matter or which could have been pursued in the above-referenced case, pursuant to Individuals with Disabilities Education Improvement Act (IDEIA), as amended; the Americans with Disabilities Act (ADA); or any other Federal or State statute, including the regulations promulgated thereunder; and,

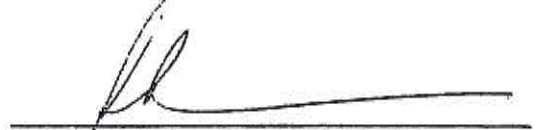
F. that they have voluntarily and wilfully entered into this Settlement and Release Agreement without any undue influence or coercion on the part of the School District, its current and former directors, officers, employees, legal counsel, insurers, and re-insurers including, but not limited to, School Claims Services, Inc.

5. The School District understands that it has entered into this Settlement and Release Agreement without acknowledging or admitting any of the allegations made by Robert and Rebecca Wellman against the School District in the above-referenced matter.



6. This Settlement and Release Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and it constitutes the entire agreement of the parties. This Settlement and Release Agreement has been mutually negotiated by the parties and there shall be no adverse inference or interpretation with respect to the drafter of the Agreement. This Settlement and Release Agreement cannot be subsequently amended or changed without the execution of a subsequent written document signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do set their hands and seals the day and year first above written.

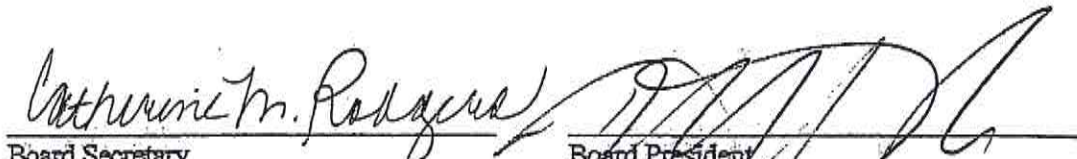

Witness


Robert Wellman, individually and as a parent
and natural guardian of Robert Wellman, Jr.

Witness


Rebecca Wellman, individually and as a parent
and natural guardian of Robert Wellman, Jr.

Board Secretary


Catherine M. Rodgers
Board President
Butler Area School District